

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NORTH CAROLINA**

County Division

Martha Edwards and
Clarence Edwards

Claimant(s)-Plaintiff(s),

COMPLAINT

Case No. 5:13-cv-646-D

Vs.

LOG CABIN HOMES, LTD et al
Thomas Vesce et al
Chief Executive Officer,
Dorothy Joyner et al
Human Resources Executive
Steve Brumsfield et al
Sales Executive

KEEL, LASSITER, DUFFY & SPERATI, PLLC et al

INVESTORS TITLE INSURANCE COMPANY et al
J. Allen Fine et al
Founder, Chairman & CEO
James A "Jim" Fine Jr. et al
President & Treasurer
W. Morris Fine et al
President & COO

Jack Lew et al,
Secretary of Treasury
DEPARTMENT OF TREASURY
1500 PENNSYLVANIA AVE, N.W.
WASHINGTON, DC 20220

ALL OTHER APPLICABLE PARTIES

Defendant(s)

A. JURISDICTION

Jurisdiction is proper in this court according to:

 42 U.S.C. § 1983

 42 U.S.C. § 1985

 Other Violation of Human Rights and Violation of Rights of Aboriginal Indigenous People

FILED
SEP 11 2013
JULIE A. RICHARDS, CLERK
US DISTRICT COURT, EDNC
DEP CLK

B. PARTIES

1. Name of Plaintiff(s): Martha Edwards and Clarence Edwards
Address: 4366 Noel Road
Rocky Mount
North Carolina Republic near [27803]
2. Name of Defendant(s): LOG CABIN HOMES, LTD et al, Thomas Vesce et al, Dorothy Joyner et al, Steve Brumsfield et al
Address: 513 Keen Street
P.O. Drawer 512
Rocky Mount, North Carolina 27802
3. Name of Defendant(s): KEEL, LASSITER, DUFFY & SPERATI, PLLC
120 N. FRANKLIN STREET, SUITE A
P.O. BOX 4307
ROCKY MOUNT, NORTH CAROLINA 27803-4307
4. Name of Defendant(s): INVESTORS TITLE INSURANCE COMPANY et al, J. Allen Fine et al, James A "Jim" Fine Jr. et al, W. Morris Fine et al
P.O. DRAWER 2687 (27515)
121 NORTH HHHH COLUMBIA STREET
CHAPEL HILL, NORTH CAROLINA 27514
5. Name of Defendant(s): DEPARTMENT OF TREASURY – Jack Lew et al
1500 PENNSYLVANIA AVE, N.W.
WASHINGTON, DC 20220

C. NATURE OF CASE

Plaintiffs hereby reserves the right to amend claim to add additional Defendants and additional violations of law.

**Please see Exhibit A = MORTGAGE FORENSIC SECURITIZATION ANALYSIS REPORT
Exhibit B = CERTIFICATE OF ACKNOWLEDGMENT AND ACCEPTANCE
Exhibit C = REVOCATION OF POWER OF ATTORNEY
Exhibit D = AFFIDAVIT OF FACT / FORECLOSURE FRAUD
Exhibit E = FRAUDULENT DOCUMENT OR INSTRUMENT NOTICE
Exhibit F = NOTICE OF DISPUTE/SPECIFIC, BONA FIDE, GOOD FAITH
Exhibit G = AFFIDAVIT OF INTEREST
Exhibit H = ADVERSE POSSESSION AFFIDAVIT
Exhibit I = INTERROGATIVES DEPOSITION FOR DISCLOSURE &
DISCOVERY ALLEGED DEBT COLLECTOR/CREDITOR DISCLOSURE STATEMENT
Re "OFFER OF PERFORMANCE"**

Martha Edwards and Clarence Edwards are and at all times herein mentioned **the owners** and/or entitled to the peaceful possession of the (Property Address) 5915 NORTH HALIFAX ROAD, BATTLEBORO, NORTH CAROLINA 27809 and more specifically LEGALLY DESCRIBED as:

- TAX PARCEL #: _____ BEING KNOWN, NUMBERED AND DESIGNATED AS 5915 NORTH HALIFAX ROAD, BATTLEBORO, NORTH CAROLINA, 27809-
- BEGINNING at a nail and cap found, corner of Ella James Williams property in the centerline of S.R. 1527, which beginning point is also designated by an iron stake offset SOUTH 74 25' EAST 32.20 feet in the eastern edge of the right of way of S.R. 1527, corner of Williams' property; thence with the line of Williams' property to and through the aforesaid iron stake, and another iron stake found SOUTH 74 25' EAST 317.13 feet to an iron stake, a new corner with B.T. Griffin's property; thence with the line of Griffin's property SOUTH 32 55' WEST 110 feet to an iron stake, corner of Griffin's property; thence a new line with Griffin's property; thence a new line with Griffin's property NORTH 74 25' WEST 317.73 feet to a nail and cap in the centerline of S.R. 1527, which nail and cap is also designated by an iron stake offset SOUTH 74 25' EAST 35.22 feet near the eastern edge of the right of way of S.R. EAST 110 feet to the BEGINNING, containing .69 of an acre, and being shown as and designated as "PROPERTY OF CLARENCE EDWARDS AND WIFE, ANNIE LEE EDWARDS", on a survey and plat by William B. McIntyre, Land Surveyor, dated December 12, 1984, a copy of which plat is recorded in Plat Book 14, page 337, in the Office of the Register of Deeds of Nash County. See Deed dated January 26, 1987 recorded in Book 1213, page 573, Nash County Registry.
- Conveyed to Clarence Edwards by Deed dated December 14th, 1992, recorded in Book 1393 Page 693-694 by Barbara W. Sasser, Register Of Deeds, Nash County, North Carolina

This case is a case of predatory lending and fraud. Martha Edwards and Clarence Edwards, wife and husband Claimants alleges that the corporation LOG CABIN HOMES, LTD is not the holder of a note on our property. As they are not a holder of the note Martha Edwards and Clarence Edwards, wife and husband alleges no obligation of debt. Martha Edwards and Clarence Edwards, wife and husband also alleges that the Bank Directors AT LOG CABIN HOMES, LTD. participated in an unlawful scheme acting under color of authority of statute and thus committing fraud in regards to United States Banking Statutes and practices. These matters are taken up in this case.

Claimant will need a rule 26 hearing and proper discovery through Freedom of Information Requests, depositions/interrogatives and/or subpoenas to prove that LOG CABIN HOMES, LTD. is not the Holder of a note on Martha Edwards and Clarence Edwards, wife and husband (our) property.

A Jury trial is demanded if LOG CABIN HOMES, LTD. refuses the settlement offer of Claimants- Martha Edwards and Clarence Edwards, wife and husband, which entails complete discharge over any claims of the claimants (our) property. The issues include violations of Title 15 of the United States Code in regards to unlawful Debt Collection Practices.

The acts complained of in this suit concern: **OBTAINING PROPERTY BY FALSE PRETENSES.** Upon our oath present that on or about the date of offense shown and in the county and state named above, the defendant named above, unlawfully, willfully and feloniously did knowingly and designedly with the intent to cheat and defraud, obtain or attempted to obtain Real Property Address: 5915 NORTH HALIFAX ROAD, BATTLEBORO, NORTH CAROLINA 27809 from Martha Edwards and Clarence Edwards, wife and husband by means of **FALSE OBLIGATION** which was calculated to deceive and did deceive.

The false obligation consisted of the following: the defendant(s) claiming that there is a mortgage obligation on Plaintiffs' Real Property. **Fraud before the Court. Fraudulent Foreclosure. Destruction of Family Life. Destruction of Financial Life. Extreme Hardships.**

Summary II LOG CABIN HOMES, LTD. Defendants and Martha Edwards and Clarence Edwards, wife and husband-Claimants participated in a contract and commercial activity in respect to a note/ bond which is expressly governed by Federal law and the Uniform Commercial Code which are uniform statutory laws of all of the United States of America including the District of Columbia. Martha Edwards and Clarence Edwards, wife and husband-Claimants makes the claim that the instrument/obligation became voidable when the Defendants participated in fraudulent and illegal activity violating the rules of the laws under which the note/bond is expressly governed and also violated their oath and duty as officers sworn statutorily to Act within the parameters of the National Bank/Currency Act and other applicable statutes

D. CAUSE OF ACTION

We allege that our constitutional rights, privileges or immunities have been violated and that the following facts form the basis for my allegations: (1) Count 1: OBTAINING PROPERTY BY FALSE PRETENSES (2) Supporting Facts: We, Martha Edwards, Clarence Edwards and our Children were thrown out of our home and removed from our Real Private Property, which lead to EXTREME HARDSHIPS. Count 2: FRAUD BEFORE THE COURT, FORECLOSURE FRAUD, BANK FRAUD, Supporting Facts: Please see below.

Affidavit of Facts

The issues in this case that serve as the basis for the claims are:

- 1) The defendant LOG CABIN HOMES, LTD. entered into negotiable instrument contract with the Plaintiffs Martha Edwards and Clarence Edwards, wife and husband.
- 2) Martha Edwards and Clarence Edwards, wife and husband asserts real defense remedy in contract against LOG CABIN HOMES, LTD. for Fraud in the factum illegality of Transaction that renders the underlying claims of lien void, and failure to prove that they are the lawful holder of a lien on the property after **proper discovery** will nullify all of LOG CABIN HOMES, LTD. claims
- 3) LOG CABIN HOMES, LTD. is subject to The National Bank Act (Chapter 106, 13 STAT 99)
- 4) The Directors involved in the transactions of LOG CABIN HOMES, LTD. herein noted as the holders of a note/bond are oathed to abide by the laws governing financial institutions stated at The National Bank Act (Chapter 106, 13 STAT 99) and have violated their oaths of office which are held at the Office of the Comptroller of Currency of the United States
- 5) We, Martha Edwards and Clarence Edwards, wife and husband issued bonds to the above mentioned Defendants and the United States Comptroller of the Currency has registered the bonds to the Directors of LOG CABIN HOMES, LTD.
- 6) Directors of the previously stated LOG CABIN HOMES, LTD. cannot convert the exchange of my bonds for a property to a loan.

7) Based on the lawful doctrine of respondent superior the Secretary of Treasury has lawful responsibility of oversight of the Office of United States Comptroller who executes the duties of this Bureau under the authority of the Secretary thus the Secretary is listed herein as a defendant to the claim as the issuer of the Bonds of Note will be on record as Martha Edwards and Clarence Edwards, wife and husband.

8) Claimants, Martha Edwards and Clarence Edwards, wife and husband will use the above listed Statutes at Large which express the Original Intent of Congress in regards to the duties of the above listed director of LOG CABIN HOMES, LTD. and not title 12, U.S.C. Banks and Banking which is only prima facie evidence of the law. The Statutes at Large have been continuously adjudicated as law and superior to the code that is prima facie and when a question of the authenticity of the law arises each of the Circuit courts, appeals courts and Supreme Court have ruled that the Statutes at large hold lawful/legal precedence over the United States Code. The issue of this case which is **the original wet signature note, the bond** attached and the issue of its authenticity cannot be tested without using the original intent of Congress as expressed through the aforementioned Statutes at Large as enacted by the Congress of the United States of America. Thus the claimants, Martha Edwards and Clarence Edwards, wife and husband will use that de jure body of law to make our claims upon the defendants and defendants with a note of strict proof of the case law stating the legal precedence of the Statutes at Large over the Code:

E. INJURY

How have we been injured by the actions of the defendant(s)? We lost our Respect and Trust for the government that allowed this to happen to us. We lost thousands of dollars. I lost Respect and Trust in my husband our head and provider. We lost our desire for each other Sexually. Our Children would not speak to us for quite a while. We were embarrassed to the Highest Level in front of our neighbors, friends and family members. Do we really need US to continue to rehashing all the HORROR WE EXPERIENCED?

F. PREVIOUS LAWSUITS AND ADMINISTRATIVE RELIEF: NONE

G. REQUEST FOR RELIEF

- **Plaintiffs demands that any and all claims not of record be extinguished in 30 days upon defendant's failure to answer and that defendant(s) is forever barred from making any future claim on the property.**

- **Plaintiffs demands that judgment be granted awarding possession of the Property to plaintiffs, along with lien release and DEED OF FULL RECONVEYANCE.**

- **Plaintiffs demands that plaintiff possess the property free of any claims as a matter of record if defendants cannot prove they are lawful holders in due course of the note and thus have a lawful mortgage security interest lien, an original note, or lawful assignment of the note from an original holder of the note who had a lawfully recorded mortgage security interest lien. Plaintiff therefore seeks a Declaration of Quiet Title on 5915 NORTH HALIFAX ROAD, BATTLEBORO, NORTH CAROLINA 27809.**

- **Plaintiffs demands Title Conveyed to Martha Edwards and Clarence Edwards by Deed dated December 14, 1992, recorded in Book 1393 Page 693-694.**

BEING the identical property described in Deed of record in Book 1213, Page 573, Nash County Registry.

MULTI-MILLION DOLLAR SETTLEMENT

TEACH THESE CRIMINALS NOT TO DO THIS HORRIFIC WRONG TO THE PEOPLE
OF OUR GREAT NATION..

JURY TRIAL REQUESTED/DEMANDED YES

AFFIDAVIT OF FACTS IN SUPPORT OF CLAIMANTS CLAIMS & REAL DEFENSES

1) Plaintiffs requested to inspect a certified copy of the original wet signature promissory note alleged to be held by LOG CABIN HOMES, LTD.

2) Respondents are fully aware that Claimants turned over a bond as an asset exchange in which Martha Edwards and Clarence Edwards are listed as the issuer of the Bond. Claimants alleges that this bond was then exchanged with other instruments from the United States Department of Treasury.

Discovery is required to subpoena the information

3) The Bond is specifically governed by Federal law and Negotiable Instruments Law of this state as is the validity of the alleged lien allegedly held by LOG CABIN HOMES, LTD...

4) LOG CABIN HOMES, LTD. through its agent Thomas Vesce, CEO who was Vice President at the time violated the National Bank Act and the Uniform Commercial Code section 3305 (a) 1, in that he materially altered a bond with the intent of defrauding Martha Edwards and Clarence Edwards, wife and husband. He acted without the consent of Martha Edwards and Clarence Edwards, wife and husband, committed Fraud in the factum, rendering the transaction illegal, and thus stands as fraud which induced Martha Edwards and Clarence Edwards, wife and husband to be responsible for the contract upon terms and conditions other than agreed upon. The Law UCC 3305 is expressed as, "**§ 3305. Real Defenses and claims in recoupment.**

(a) **General Rule.**--Except as stated in subsection (b), the Right to enforce the obligation of a party to pay an instrument is subject to the following:

(1) A defense of the obligor based on:

(ii) Lack of legal capacity or **illegality of the transaction WHICH UNDER OTHER LAW, nullifies the Obligation of the obligor;**

(iii) **Fraud that induced the obligor to sign the Instrument with neither knowledge nor reasonable Opportunity to learn of its character or its essential Terms; or conditions**

5) This is the implementation of a real defense and is effective even against a holder in due course as stated in UCC section 3305 (3) b in this case the Holder in due course or holder is alleged to be LOG CABIN HOMES, LTD.

6) The law that governs this note/bond/ is the National Bank Act also called the National Currency Act

7) The issues here are that the claimant is asserting real defenses against the validity of the original negotiable instrument 'contract' bond which has been altered.

8) The first issue of which is a personal defense is consideration. There has been no loan or consideration in this contract in the amount of \$87,000.00\$. This is the original amount of the bond of collateral held by the issuer Martha Edwards and Clarence Edwards, wife and husband.

9) According to the above Federal law Financial Institution in this case LOG CABIN HOMES, LTD. cannot, loan the capital stock of their directors, nor can they loan the money of their depositors, and they can only loan money pursuant to Public Law Volume 13 38th Congress Stat 99-118 The National Bank Act which holds precedent over U.S.C. Title 12 which is only prima facie law and NOT positive law. They have not followed any of the provisions of this monetary law of the United States of America nor have they honored negotiable instrument laws of this state and the District of Columbia [United States].

10) Also according to the National Bank Act Bank, LOG CABIN HOMES, LTD cannot enter into mortgage agreements for real estate beyond a 5 year period.

11) The fraudulent note which was converted from my lawfully tendered bond was for a 30 year mortgage which by operation of law is fraudulent according to Statute.

12) The Banks or LOG CABIN HOMES, LTD., all directors, cannot claim ignorance of this because each Director has an Oath to Follow Public Law Volume 13 38th Congress Stat 99-118 which is recorded at the United States Office of the Comptroller of Currency.

13) So Director/President Thomas Vesce has participated in this fraud through his endorsement on the assignment from LOG CABIN HOMES, LTD. and thus through real defenses implemented herein LOG CABIN HOMES, LTD. has no legitimate claim as a holder of a note nor can they force Martha Edwards and Clarence Edwards, wife and husband to pay any instruments that are Fraud.

1) It is a fact that We, Martha Edwards and Clarence Edwards, wife and husband, was under the impression that through conveying, a bond that there was a lawful exchange taking place. I had no idea this transaction was being processed as a loan.

2) The bond somehow has been converted into a note without agreement or authorization from Martha Edwards and Clarence Edwards, wife and husband. The attached deposition/interrogatives provide questioning about the legitimacy at law and legality of such actions. Who converted the bond into a loan? Who is the holder of the original contract with wet signatures? Who is the holder in due course? Where is the bond registered and with what official officer of law? Is the conversion of the bond into a note material alteration of a contract without consent nullifying the validity of the original contract? **These are some of the questions that are attached as interrogative depositions and must or will be answered upon discovery.**

3) Proceeding cannot continue until the defendants do the following:

DEMAND FOR REMEDY AND IMPLEMENTATION OF REAL DEFENSES

A) Answer the attached depositions/interrogatives in reference to the legitimacy of the note pursuant to Rule 26.

B) Defendants must successfully rebut the real defenses of the Plaintiffs which are:

1) Alleged Original Creditor LOG CABIN HOMES, LTD. provided no consideration in this contract that is in accord with the governing law at 13 STAT 99 and therefore committed fraud in the factum, which simply means that Alleged Original Creditor took the asset of Martha Edwards and Clarence Edwards, wife and husband and attempted to create an illegal transaction and continued by asserting a lien against our property.

2) Alleged Original Creditor has injured the assignees and is thus responsible for them. The source **[of the alleged loan]** cannot be from the Directors pursuant to the National Bank Act, which states specifically, OATH OF THE DIRECTORS FILED WITH THE COMPTROLLER OF CURRENCY“ Each Director when appointed or Elected, shall take an oath that he will, so far as the duty devolves on him, diligently and honestly administer the affairs of such association, and will not knowingly violate, or willingly permit to be violated any provisions of this act, and that he is the bona fide owner, in his own right, of the number of shares of stock required by this act, subscribed by him, or standing in his name on the books of the association, and that the same is not hypothecated, or in any way pledged, as security for a loan or debt; which oath subscribed by himself, and certified by the officer before whom it is taken, shall be immediately transmitted to the comptroller of currency, and by him filed and preserved in his office.” 13 STAT 102, section 9

3) Alleged Original Creditor LOG CABIN HOMES, LTD. also cannot loan money from any of its other stock or depositors assets according to Federal law which states, “NATIONAL BANKING ASSOCIATION CANNOT MAKE LOANS ON THE SECURITY OF THE SHARES OF ITS STOCK, “And be it further enacted That no association shall make any loan or discount on the security of the shares of its own capital stock.” 13 STAT 110, section 35

4) Alleged Original Creditor and Assignees must answer the real defense assertion that a 30 year mortgage by operation of law is fraud in the factum [in violation of PACS Title 13 section 3305 (a) 1 real defenses] , fraudulent, illegal, and unlawful and in violation of the laws

governing banks and LOG CABIN HOMES, LTD. which expressly states at 13 STAT 99, "RULES GOVERNING HOLDING OF REAL ESTATE And be it further enacted, Such associations shall not purchase or hold real estate in any other case or for any other purpose than as specified in this section. Nor shall it hold the possession of any real estate under mortgage, or hold the title and possession of any real estate purchased to secure debts due to it for a longer period than five years. 13 STAT 108, section 28

5) If alleged original creditor or assignees disagree with the Federal laws governing this contract negotiable instrument, note/bond then Defendants must successfully contend that all banking and Financial Institutions in the United States of America are not subject to the following rules, "LAWS GOVERNING FORMING OF NATIONAL BANKING ASSOCIATIONS "And be it further enacted That Associations for carrying on the Business of Banking may be formed by any number of persons, not less in any case than five, who shall enter into articles of association, which shall specify in general terms the object for which the association is formed, and may contain any other provisions, not inconsistent with the provisions of this act." 13 STAT 100, section 5

6) If Alleged Original Creditor LOG CABIN HOMES, LTD. and or assignee in any manner did business with a third party with the note/bond entities such as the United States Department of Treasury, or the Comptroller of the Currency, Bureau of Public Debt, a Trustee LOG CABIN HOMES, LTD. , etc...in order to gain a Bond, stock, securities or Bonds from the said entities Plaintiffs actions are unlawful and fraudulent based on the following, "BANKS CANNOT USE ITS NOTES IT CIRCULATES TO CREATE OR INCREASE ITS CAPITAL STOCK, "And be it further enacted That no association shall, either directly or indirectly, pledge or hypothecate any of its notes of circulation, for the purpose of procuring money to be paid in on its capital stock, or to be used in its banking operations, or otherwise; nor shall any association use its circulating notes, or any part thereof, in any manner or form, to create or increase its capital stock." 13 STAT 110, section 37

7) Also Alleged Original Creditor LOG CABIN HOMES, LTD. and Assignees must understand that any and all Directors, Presidents, Vice Presidents or any other financial agents or officers who have violated the governing law of this instrument must and will be punished according to the rule of law including possible jail time and fines and possible closing of the LOG CABIN HOMES, LTD. if found in violation of the aforementioned laws. This is expressly stated in the Statute, "PENALTY UPON DIRECTORS FOR VIOLATION OF THIS ACT "And be it further enacted That every president, director, cashier, teller, clerk, or agent of any association, who shall embezzle, abstract, or willfully misapply any of the moneys, funds, or credits of the association, or shall, without authority from the directors, issue or put in circulation any of the notes of the association, or shall, without such authority issue or put forth any certificate of deposit, draw any order or bill of exchange, make any acceptance, assign any note, bond, draft, bill of exchange, mortgage, judgment, or decree, or shall make any false entry in any book, report, or statement of the association, with intent, in either case, to injure or defraud the association or any other company, body politic or corporate, or individual person, or to deceive any officer of the association, or any agent appointed to examine the affairs of any such association, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by imprisonment not less than five nor more than ten years. **13 STAT 116, section 55** PENALTY UPON DIRECTORS FOR VIOLATION OF THIS ACT, "And be it further enacted That if the directors of any association shall knowingly violate, or knowingly permit any of the officers, agents, or servants of the association to violate any of the provisions of this act, all the right, privileges,

and franchises of the association derived from this act shall thereby be forfeited... And in cases of such violation, every director who participated in or assented to the same shall be held liable in his personal and individual capacity for all damages which the association, its shareholders, or any other person, shall have sustained in consequence of such violation. **13 STAT 116. section 53**

8) Alleged Original Creditor LOG CABIN HOMES, LTD. and Assignees MUST lawfully rebut these facts and points of law in order for the Plaintiff's due process not be violated

9) If this court cannot provide Plaintiff with its due process rights plaintiff reserves the right to seek justice at law and due process including a jury trial in a court having jurisdiction to allow for such including a fair hearing and trial and a right to a jury trial in this matter.

10) Attached Defendants will find Interrogatives/Deposition Questions Pursuant to Rule 26 with real defense assertions.

11) The Claimants, Martha Edwards and Clarence Edwards, wife and husband is compelling the court to force the Defendants to answer these deposition Interrogatives attached in accordance with the Rules of Civil Procedure of this Court.

WHEREFORE, Plaintiff demands that the title of Plaintiff's property at 5915 NORTH HALIFAX ROAD, BATTLEBORO, NORTH CAROLINA 27809 be confirmed and quieted. That any lien interests, and rights thereof, asserted by Defendants (trustees) or the agent it represents be forever declared invalid, unenforceable, and an unjust cloud on the title, and declared null and void by Order of the Court. Plaintiff requests that if a foreclosure is conducted prior to the adjudication of this case by the Defendants that it be vacated. Plaintiff also request that by Order of the Court-a Forensic Audit of Securitization of said "Authentic Original Unaltered Promissory Note" be done for further Recoupment. Plaintiff also requests any and all other just and proper relief, not specifically requested but appropriately due in the interest of justice.

Respectfully Submitted,


Martha Edwards and Clarence Edwards

All Rights and Liberties Reserved, none waived

4366 Noel Road, Rocky Mount, North Carolina Republic, near (27803)

August 29, 2013

VERIFICATION

- * We, Martha Edwards and Clarence Edwards are of the age of maturity to make this affidavit and the testimonial facts herein
- * We, Martha Edwards and Clarence Edwards are mentally competent to make this official Affidavit of Testimonial fact for the Court Record
- * We, Martha Edwards and Clarence Edwards have personal knowledge of the facts in this testimony and affidavit
- * This affidavit is made under penalties of perjury and must be responded to by both counter testimony with appropriate proofs and counter affidavit. The persons must make their official testimony under oath and or penalty of perjury in order to rebut my personal knowledge of the facts. All parties must respond by affidavit testimony in court within 30 days according to the rules of Civil procedure in this matter or this testimony and affidavit of facts will stand as undisputed fact as a matter of law and judgment will be entered in the favor of the Plaintiff.

Martha Edwards
Authentication-Seal-Signature

Clarence Edwards
Authentication-Seal-Signature

COMMERCIAL OATH AND VERIFICATION

NORTH CAROLINA STATE)
NASH COUNTY)

We, Declarants', Martha Edwards and Clarence Edwards under our Commercial Oath with unlimited liability proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Declarants' private firsthand knowledge and belief under penalty of International Commercial Law.

Name: MARTHA Edwards Name: CLARENCE EDWARDS
Signature: Martha Edwards Signature: Clarence Edwards
Martha Edwards and Clarence Edwards, All Rights and Liberties Reserved, waiving none

ACKNOWLEDGEMENT

North Carolina State)
Nash County)

Subscribed and sworn to (or affirmed) before on this 9th day of September, 2013. This document was acknowledged before me by: Martha Edwards and Clarence Edwards proved to me on the basis of satisfactory evidence to be the persons who appeared before me.
(Principal's Full Legal Name) Martha Edwards and Clarence Edwards

Signature of Notary Public Pam Westry
Notary Name Pam Westry Seal
Commission Expire 5/4/16



"We, Martha Edwards and Clarence Edwards, wife and husband, Declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Martha Edwards Clarence Edwards

[Made Pursuant to the United States Constitution & Title 28 USCA Section 1746]

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been
Furnished by U.S. Mail to:

LAW OFFICES OF KEEL, LASSITER, DUFFY & SPERATI, PLLC, 120 FRANKLIN
STREET, SUITE A, P.O. BOX 4307, ROCKY MOUNT, NORTH CAROLINA 27803
Attorneys for

LOG CABIN HOMES, LTD., 513 KEEN STREET, ROCKY MOUNT, NORTH CAROLINA
27802, and to

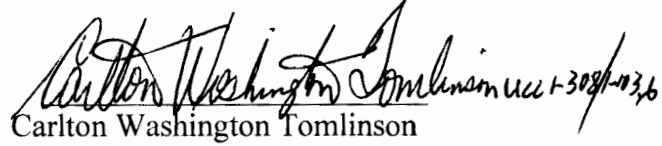
Thomas Vesce-CEO at P.O. DRAWER 512, ROCKY MOUNT, NORTH CAROLINA 27802,

INVESTORS TITLE INSURANCE COMPANY, P.O. DRAWER 2687 (27515), 121 NORTH COLUMBIA STREET, CHAPEL HILL, NC 27514, and

Jack Lew, Secretary of Treasury,

DEPARTMENT OF TREASURY, 1500 PENNSYLVANIA AVE, N.W., WASHINGTON, DC 20220

Date: September 10th, 2013


Carlton Washington Tomlinson